180869

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Karen Higgs Manager Tariffs



Date: July 19, 2006

Mr. Charles Terreni
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia SC 29210

Dear Mr. Terreni:

Attached please find an original + 2 copies of the following original issue tariffs, in accordance with the name change approved in Docket 2006-146-C. ALLTEL South Carolina, Inc. is now operating under the name Windstream South Carolina, Inc.

General Subscriber Services Tariff Intrastate Access Services Tariff

This is an original issue tariff, with the name and address change only. No changes were made to regulations, services, or rates. This filing cancels the ALLTEL South Carolina, Inc. General Subscriber Services Tariff and Intrastate Access Services Tariff.

The company requests that this filing become effective on July 17, 2006, in accordance with the order approving the name change, filed July 12, 2006 and per discussions with Joe Rogers of the Office of Regulatory Staff. Please call me at 501-748-6655 if you have any questions regarding this filing.

Sincerely.

Karen Higgs

# Windstream South Carolina, Inc.

## GENERAL SUBSCRIBER SERVICES TARIFF

For Telephone Service

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

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Vice President

Little Rock, Arkansas

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## **EXPLANATION OF SYMBOLS**

When changes are made in any tariff page, a revised page will be issued, canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- to signify changed regulations
- (D) to signify discontinued rate, regulation, or text
- (E) to signify increase
- (N) to signify new rate, regulation or text
- to signify reduction (R)
- to signify change in text but no change in rate or regulation
- to signify moved from one sheet to another (M)
- to signify material being obsoleted (0)

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Vice President

Little Rock, Arkansas

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#### **DEFINITION OF TERMS**

## **ACCESS LINE**

The serving central office equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company provided and maintained, and provide access to and from the telecommunications network for message toll service and for local calling.

#### **ACCESSORIES**

Accessories are devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically connected to the conductors in the communications path of the telecommunications systems.

#### **AIRLINE MILEAGE**

See "Mileage and Zone Charges".

## **APPLICANT**

A person, firm, partnership, corporation, cooperative organization, or governmental agency, requesting service from the company.

## AUTHORIZED USER

A person, firm, or corporation (other than the customer) on whose premises a telephone, PBX, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

## **BASE RATE**

A schedule rate for any form of exchange service or equivalent which does not include mileage charges.

#### **BASE RATE AREA**

A specific section of an exchange area within which primary classes of service are available without extra exchange line mileage or zone charges.

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Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

#### **BASIC TERMINATION CHARGE**

See "Termination Charge".

#### **BUILDING**

The term "same building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by passageways in which the wires or cables of the Company can be safely run, provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduits are not considered passageways.

#### **BUSINESS SERVICE**

Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

## **CANCELLATION CHARGE**

A charge applicable under certain conditions when application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved.

#### **CENTRAL OFFICE**

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

#### **CENTRAL OFFICE DESIGNATION**

See "Telephone Number".

#### **CENTRAL OFFICE DISTRICT**

The specific section or area served by a single central office.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

## **CERTIFICATE**

Certificate of Public Convenience and Necessity issued by the Commission to Telephone Utilities.

#### **CHANNEL**

A channel is an electric path suitable for the transmission of telephonic communications.

## CIRCUIT MEASUREMENT

See Route Measurement under "MILEAGE AND ZONE CHARGES."

## **CLASS OF SERVICE**

A description of telephone service furnished a subscriber in terms such as:

For Exchange Service: a.

Grade of Line:

Individual line, (see also "Primary Class of Service")

Type of Rate:

Flat Rate

Character of Use: Dialing Method:

Business or Residence **Touch Calling or Rotary** 

For Long Distance Service: b.

Type of Call:

Station-to-Station or Person-to-Person

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006

BY:

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

#### **COLLECT CALL**

The procedure by which certain messages, upon request, may be reversed (charged to the called station) upon acceptance of the called station.

#### **COMMISSION**

Public Service Commission of South Carolina.

## **COMMUNICATIONS SYSTEMS**

Communications systems are channels or other facilities which are capable, when not connected to the telecommunications system, of two-way communications between customer-provided terminal equipment or Company stations.

#### **COMPANY**

Whenever used in this tariff, "Company" refers to the Windstream South Carolina Inc., unless the context clearly indicates otherwise.

## CONFORMING ANSWERING DEVICE

A conforming answering device is a customer-provided device which automatically answers incoming calls, transmits a pre-recorded message or signal, records a voice message if so designed and automatically disconnects from the line. The device may incorporate a remote interrogation function, and must incorporate an authorized protective connecting module and must bear a valid conformance number. A conformance number denotes an identifying number assigned to a particular model showing that it is in conformance with provisions set forth by the Company.

## **CONNECTING ARRANGEMENT**

The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company or of facilities of the Company with other facilities of the Company.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

#### **CONNECTING COMPANY**

A corporation, association, firm, or individual licensed and operating as a communications common carrier with whom the Company interchanges traffic.

#### **CONSTRUCTION CHARGE**

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the exchange tariff.

#### **CONTINUOUS PROPERTY**

A continuous plot of ground occupied by the customer which is not separated by a public thoroughfare or space occupied by others.

#### **CUSTOMER**

A person, firm, partnership, corporation, cooperative organization, governmental agency, etc., receiving service from the Company.

#### **CUSTOMER-OWNED TERMINAL EQUIPMENT (COTE)**

Devices or apparatus and their associated wiring, up to but not including the connecting block or modular jack, provided by a customer, which do not constitute a communications system, and which when connected to the communications path of the telecommunications system, are so connected either electrically, acoustically or inductively.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006

BY:

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

## **DATA ACCESS ARRANGEMENT**

A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, and arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in 15.22 1.b. of this tariff.

#### **DIRECT ELECTRICAL CONNECTION**

A physical connection of the electrical conductors in the communications path.

## **DIRECTORY LISTING**

- The publication in the Company's directory of information relative to a customer's telephone a. number, by which telephone users may ascertain the call number of a desired station.
  - (1) Caption Listing: The listing of a customer's name without address or telephone number followed by a series of indented listings covering branches or different departments of the business.
  - (2)Dual-Name Listings: A directory listing consisting of a combination of names and/or initials of two persons who share the same surname and reside at the same address or of one person known by the two sets of first and/or middle names and/or initials.
  - (3) Foreign Exchange Listing: The listing of a customer in the alphabetical list of an exchange other than that for the exchange from which the customer is served.
  - (4) Free Listing: A directory listing for which no specific charge is made.
  - Indented Listing: A directory listing indented under another listing. (5)
  - (6)Reference Listing: The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

#### **EXCHANGE**

Central office or group of central offices, together with the customer stations and lines connected thereto, forming a local communications system furnishing means of telephonic intercommunication without toll charges between customers within a specified area, usually a single city, town or village and its environs. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

#### **EXCHANGE AREA**

The corporate limits of the municipality or the local community area in which adequate local exchange telephone service is, or is proposed to be furnished, together with such rural areas contiguous thereto as are served, or as are proposed to be served with reasonable adequate local exchange service from the exchange in question.

## **EXCHANGE SERVICE**

- a. The general telephone service rendered in accordance with tariff provisions. Exchange Service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this tariff.
  - (I) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.
  - (2) Foreign Central Office Service: A classification of exchange service furnished under tariff provisions by means of a circuit connecting a customer's main station or private branch exchange system with a central office other than the regularly serving customers within the area in which the station is located, but within the same exchange service area.
  - (3) Foreign Exchange Service: A classification of exchange service furnished under tariff provisions by means of a circuit connecting a customer's main station or private branch exchange system with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.
  - 4) Individual Line Service: A classification of exchange service furnished under tariff provisions which provide that only one main station shall be served by the circuit connecting such station with the central office.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

EFFECTIVE: July 17, 2006

Little Rock, Arkansas

#### **DEFINITION OF TERMS**

## **EXTENDED AREA SERVICE**

A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to, and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

## **EXTRA EXCHANGE LINE MILEAGE**

See "Mileage and Zone Charges."

## EXTRA EXCHANGE ZONE PLAN

See "Mileage and Zone Charges."

## **FACILITIES**

All property, means and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

## FLAT RATE SERVICE

See "Exchange Service".

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

## DEFINITION OF TERMS

## FOREIGN CENTRAL OFFICE

Any central office other than that which serves the area in which the customer is located.

## FOREIGN CENTRAL OFFICE MILEAGE

See "Mileage and Zone Charges".

## FOREIGN CENTRAL OFFICE SERVICE

See "Exchange Service."

## **FOREIGN EXCHANGE**

Any other exchange but that in which the customer is located.

## **FOREIGN EXCHANGE LISTING**

See "Directory Listing".

## **FOREIGN EXCHANGE MILEAGE**

See "Mileage and Zone Charges".

## **FOREIGN EXCHANGE SERVICE**

See "Exchange Service".

## **GRADE OF SERVICE**

A term used in describing exchange service with regard to the number of main telephones which may be connected to one central office line.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

Vice President

Little Rock, Arkansas

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#### **DEFINITION OF TERMS**

## **INDENTED LISTING**

See "Directory Listing".

#### **INITIAL SERVICE PERIOD**

The minimum period of time for which service, facilities and equipment are provided.

## **INTERCEPTING SERVICE**

A service arrangement whereby a person calling a disconnected or discontinued telephone number is informed that, the called telephone number has been discontinued, or disconnected, or changed to another number, or that calls are received by another telephone.

#### **INTEREXCHANGE CHANNEL**

That portion of a channel which connects stations in two or more exchanges.

## JOINT USER SERVICE

A classification of exchange service furnished to a joint user, in connection with customer's exchange service. A joint user is a person, firm, or corporation sharing the customer's exchange service in accordance with tariff provisions, but who would not otherwise be entitled to the use of the service.

#### LINE

See "Exchange Line".

#### **LISTING**

See "Directory Listing".

#### **LOCAL CALLING AREA**

See "Local Service Area".

WINDSTREAM SOUTH CAROLINA, INC.

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Vice President

Little Rock, Arkansas

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## **DEFINITION OF TERMS**

#### **LOCAL MESSAGE**

See "Message".

#### LOCAL SERVICE

Telephone service furnished between customer's station locations within the same exchange area.

## **LOCAL SERVICE AREA**

The area within which telephone service is furnished customers under a specific schedule of exchange rates and without toll charges. A local service area may include one or more exchange service areas.

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

- The furnishing of facilities for telecommunication between stations in different local service areas in a. accordance with regulations and system of charges specified in this tariff.
  - (1) Person-to-Person Call

A service whereby the person originating the call specified to the Company operator a particular person to be reached, a particular mobile station to be reached through a Miscellaneous Common Carrier attendant, or a particular station, department or office to be reached through a PBX attendant.

(2) Station-to-Station Call

> A service whereby the person originating the call either dials the telephone number desired, or gives to the Company operator the telephone number of the desired station, Miscellaneous Common Carrier connecting circuit, Centrex, PBX, or PBX station which is reached directly rather than through a PBX attendant, or gives only the name and address under which such number is listed, and does not specify a particular person to be reached through a Miscellaneous Common Carrier attendant, nor a particular station, department or office to be reached through a PBX or Centrex attendant.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006 Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### **DEFINITION OF TERMS**

## MAINTENANCE OF SERVICE CHARGE

The charge made for keeping in repair, telephone equipment or facilities under the provisions of Section 15 in this tariff.

#### **MESSAGE**

- A communication between two stations. Messages may be classified as follows: a.
  - (1) Local Message: A communication between stations within the same local service area.
  - Toll Message: A communication between stations in different local service areas for which (2)a toll charge is made.

## MILEAGE AND ZONE CHARGES

- A charge applying for the use of part of all of a line furnished by the Company. a.
  - (1) Airline Measurement: The shortest distance between two points.
  - Extra Exchange Line Mileage or Zone Charges: A charge applying, in addition to the base (2)rate, for service when a customer's main station, PBX or Centrex system is outside the base rate area but is located within the exchange area.
  - Extension Line Mileage: The measurement applying on an extension line, for the use of (3)which a circuit charge is made in accordance with tariff provisions.
  - Foreign Central Office Mileage: The measurement applying to a line within the exchange (4)connecting a customer's main station, PBX or Centrex system with a central office other than that from which he would normally be served, for the use of which a separate charge is made in addition to the base rate, plus zone charges if applicable.
  - (5)Foreign Exchange Mileage: The measurement applying to a line connecting a customer's main station, PBX or Centrex system with a central office of an exchange other than that from which the customer would normally be served, for the use of which a separate charge is made in addition to the base rate, plus zone charges if applicable.
  - Route Measurement: The actual length of a circuit between two points. Also referred to (6)as "circuit measurement."
  - (7) Tie Line Mileage: The measurement upon which the rate for tie lines is based in accordance with tariff provisions.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

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## **DEFINITION OF TERMS**

## MINIMUM CONTRACT PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

## MISCELLANEOUS COMMON CARRIERS

Miscellaneous Common Carriers, as defined in Part 21 of the Federal Communications Commission Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraph service.

## MOBILE TELEPHONE SERVICE

A Communication service through a land radiotelephone base station.

#### **NETWORK CONTROL SIGNALING**

The transmission of signals used in the telecommunications system which perform functions such as supervision (control status, and charging signals), address signaling (dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

## **NON-PUBLISHED TELEPHONE**

An exchange station which has the listing omitted from both the telephone directory and directory assistance records at the customer's request.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

## **DEFINITION OF TERMS**

#### PERSON-TO-PERSON CALL

See "Long Distance Message Telecommunications Service".

#### **PERSON**

Any corporation, company, person, partnership, firm, associated or any cooperative non-profit membership corporation or limited dividend or mutual association now or hereafter created.

#### **PLANT**

Property which is necessary to provide service to the public as set forth in the various fixed capital accounts of the Uniform System of Accounts for telephone companies.

#### **PREMISES**

- The term "same premises" (except in connection with inside moves) shall be interpreted to mean: a.
  - (1) The building or buildings, together with the surrounding land occupied as, or used in the conduct of, one establishment, business, residence, or a combination thereof, and not intersected by a public road.
  - (2) The portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.
  - (3) The continuous property operated as a single farm whether or not intersected by a public road.
- In connection with inside moves, the term "same premises" is to be interpreted to mean the building b. or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence, or a combination thereof, and not intersected by a public road, a corridor or space occupied by others.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

Vice President

Little Rock, Arkansas

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#### **DEFINITION OF TERMS**

## PRIMARY CLASS OF SERVICE

Any of those classes of exchange service which the Company undertakes to furnish at any point within the base rate area at a rate common to all applicants for the same class. Primary classes of service may be furnished at points outside a base rate area at base rates plus zone charges.

## **PRIVATE LINE SERVICE**

As opposed to exchange service, this refers to channels and equipment furnished to a customer for direct communication between various points without access to the Company's exchange switching network.

## PRIVATE TELEPHONE NUMBER

See "Non-published Number".

#### **PRIVATE RIGHT-OF-WAY**

A facility route granted to the Company on or over private property.

#### **RATE CENTERS**

Points upon which the airline distances for the determination of message toll telephone rates are based. In general, each city, town, or locality is designated as a rate center except that certain small towns and localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

#### REFERENCE LISTING

See "Directory Listing".

## RESIDENCE SERVICE

Exchange service furnished to customers where the actual or obvious use is for domestic purposes.

WINDSTREAM SOUTH CAROLINA, INC.

Section 1 Original Page 16

BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

## **DEFINITION OF TERMS**

## **ROTARY SERVICE**

An arrangement whereby two or more lines furnished to a customer are equipped so that calls to the first number are automatically completed to the first non-busy line in the sequence. Lines beyond the first line are referred to as "auxiliary lines".

## **ROUTE MEASUREMENT**

See "Mileage and Zone Charges".

## **SAME BUILDING**

See "Building".

## SAME PREMISES

See "Premises".

## SECRETARIAL LINES

Extension station lines or main station lines of patrons of a telephone answering bureau which terminate in telephone answering facilities on the premises of the bureau so as to permit the bureau to answer incoming calls on such lines.

## **SELECTIVE RINGING**

See "Ringing"

## **SERVICE**

The act or means of supplying communication to the public.

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ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

## **DEFINITION OF TERMS**

## SERVICE CONNECTION CHARGE

A non-recurring charge applying to the establishment of basic telephone service for a subscriber and certain additions to that service.

## SERVICE POINT

The term "Service Point" when used in connection with customer-provided communications channels denotes the point on the customer's premises where channels provided by or furnished to the customer are terminated in switching equipment used, at least in part, for communications with stations or customer-provided terminal equipment.

## SPECIAL REVERSED CHARGE TOLL SERVICE

A service plan by which a customer can offer his out-of-town customers in selected exchanges the privilege of calling him without payment of toll charges and without having to request that charges be reversed.

## STANDARD NETWORK INTERFACE

- a. The Standard Network Interface is a standard Registration Program jack or equivalent provided by the Company as a part of exchange access, WATS, or Private Line Services.
- b. The Standard Network Interface will be located inside the subscriber premises.
- c. All premises services will connect to the telecommunications network through the Standard Network Interface. For existing installation, the protector or point where facilities enter a customer's premises is to be established as the end of such service. Going forward, a Company-provided Standard Registration Program jack is to be used as the point of connection to the Telecommunications network. All newly constructed customer premises will be provided with a Standard Network Interface.

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#### **DEFINITION OF TERMS**

#### **SUBSCRIBER**

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of its tariff.

## SUSPENSION OF SERVICE

An arrangement made at the request of the customer, or initiated by the Company for violation of tariff regulations by the customer, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the customer's premises.

#### **SYSTEM**

The coordinated facilities, including central office equipment, outside plant and customer instrumentalities, used to provide telephone service to the public.

#### **TARIFF**

The rates, charges, rules and regulations adopted and filed by the Company and approved by the Commission.

## **TELECOMMUNICATIONS SERVICES**

The various services offered by the Company as specified in this General Subscriber Services Tariff.

## **TELEPHONE COMPANY**

A person, firm, partnership, cooperative organization, or corporation engaged in the business of furnishing telephone service to the public under the jurisdiction of the Public Service Commission of South Carolina.

## **TELEPHONE NUMBER**

A designation assigned to a telephone station or private branch exchange necessary for placing calls to the telephone station or private branch exchange and for identification in the assessment of message charges, etc.

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BY: Vice President EFFECTIVE: July 17, 2006

Little Rock, Arkansas

## **DEFINITION OF TERMS**

## TELETYPEWRITER EXCHANGE SERVICE

The furnishing of facilities for typewritten and data communication between teletypewriter exchange service stations.

## **TEMPORARY DISCONNECTION**

An arrangement made at the request of the customer for temporarily discontinuing service without terminating the contract or removing the telephone equipment from the customer's premises.

## **TERMINATION CHARGE**

A charge applies under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

## TIE LINE

See "Exchange Line".

#### **TIE LINE MILEAGE**

See "Mileage and Zone Charges".

#### **TOLL LINE**

For the purpose of distinguishing between certificates for exchange area and for toll lines, a toll line is a "line" as herein defined used in the transmission of communication between any two or more exchanges, as distinguished from inter-office trunks between individual central offices within a single exchange area.

## **TOLL MESSAGE (LONG DISTANCE MESSAGE)**

See "Message".

#### **TOLL SERVICE**

See "Long Distance Message Telecommunications Service".

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EFFECTIVE: July 17, 2006

## **DEFINITION OF TERMS**

## **TOUCH CALLING SERVICE**

See "Exchange Service".

<u>TWX</u>

See "Teletypewriter Exchange Service".

<u>USOC</u>

Uniform Service Order Code.

## **UTILITY**

Any person as herein defined engaged in supplying telephone service to the public in South Carolina.

## **WIDE AREA TELEPHONE SERVICE (WATS)**

The furnishing of facilities for telephone communication between wide area service access line and other exchange and toll station telephones in the area prescribed in the tariff.

#### **ZONE**

One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to base rates. See "Mileage and Zone Charges".

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Little Rock, Arkansas

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#### S2. GENERAL REGULATIONS

#### S2.1 **APPLICATION**

The regulations specified herein are applicable to all communication services offered in this tariff by Windstream South Carolina, Inc., herein after referred to as the Company. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this tariff.

#### S2.2 LIMITATIONS AND USE OF SERVICE

#### S2.2.1 Use of Customer's Service

- Facilities are furnished for the use of the customer, employees, agents or representatives a. of the customer or members of the customer's domestic establishment, and except as the use of the service may be extended, in addition to other service which may be separately ordered to joint users, patrons of hospitals or of hotels, members of clubs, students living in quarters furnished by schools, colleges or universities, to persons temporarily subleasing a customer's residential premises, or to tenants living in retirement complexes.
- Except as otherwise provided in this tariff, service furnished by the Company is intended b. only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for use, or in the collection, transmission or delivery of any communication for others. This prohibition shall not apply to a customer who is engaged as a communications common carrier for message telegraph communications.
- In view of the fact that the customer has exclusive control of his communications over the C. facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- No subscriber may use any service listed in any part of this Tariff, including but not limited d. to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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#### S2. GENERAL REGULATIONS

#### S2.2 LIMITATIONS AND USE OF SERVICE (continued)

## S2.2.2 Establishment of Identity

- a. The calling party shall establish him identity in the course of any communication as often as may be necessary.
- The calling party shall be solely responsible for establishing the identity of the person or b. station with whom connection is made at the called location.

#### S2.2.3 Authorized Attachments

- All lines, required for a particular service are furnished by the Telephone Company and as a. expressly provided in this Tariff, no equipment, lines or instruments or any apparatus not furnished by the Telephone Company may be attached thereto or connected physically or inductively or otherwise connected to the facilities of the Telephone Company, except as provided below:
- b. Customer-provided protective circuitry or terminal equipment may be connected at the customer's premises to facilities furnished by the Company for use with exchange telecommunications service in accordance with Part 68 of the Federal Communications Commissions Rules and Regulations.
- Direct electrical connection of customer-owned equipment is not permitted on coin C. telephone service.
- d. The customer shall notify the Company of his intention to connect registered or grandfathered protective circuitry or terminal equipment in advance of such connection and shall notify the Company when such protective circuitry or terminal equipment is permanently disconnected. The customer shall provide the Company the registration number and ringer equivalence number for the protective circuitry or terminal equipment.
- The customer shall be responsible for the payment of Company charges as specified e. below, where a service difficulty or trouble report results from the customer-provided equipment or system.
- Maintenance Service Charge (See Section 15) f.

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BY: Vice President

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#### S2. GENERAL REGULATIONS

## S2.2 <u>LIMITATIONS AND USE OF SERVICE</u> (continued)

## S2.2.4 Miscellaneous Devices Provided by the Customer

- a. The provisions of 2.2.3 preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to, the equipment or facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telephone system or the teletypewriter system; or otherwise injure the public in its use of the Company's services.
- b. Devices provided by the customer to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the customer by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company or require any change in or alteration of such equipment, or interfere with its proper functioning, or damage it in any way.
- b. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

## S2.2.5 Broadcast of Recordings of Telephone Conversations

The provisions of S2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customer provided voice recording equipment as specified in this tariff.

#### S2.2.6 Recorded Public Announcements

- a. Use of Company facilities or service in connection with automatic answering service, automatic answering and recording service, recorder-coupler service or miscellaneous service for recorded public announcements are subject to the following conditions:
  - (I) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message, the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory.
  - (2) Private telephone numbers will not be furnished for use with recorded public announcements.
  - (3) Failure to comply with the provisions of this tariff shall be cause for termination of the service.

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ISSUED: July 17, 2006

BY:

Vice President

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## S2. GENERAL REGULATIONS

## S2.2 <u>LIMITATIONS AND USE OF SERVICE</u> (continued)

## S2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

## S2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

#### S2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

## S2.2.10 Cancellation of Service for Cause

- a. The Company may without notice either suspend service or terminate the customer's contract without suspension of services or following a suspension of service, disconnect the service and remove any of its equipment from the customer's premises, for any of the following reasons:
  - (1) Abandonment of the service.
  - (2) Failure of a subscriber to make suitable deposit as required by this tariff.
  - (3) Impersonation of another with fraudulent intent.
  - (4) Non-payment of any sum due for exchange, long distance, or other services.
  - (5) Use of service in such a way as to impair or interfere with the service of other customers. Such improper use includes, but is not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
  - (6) Abuse or fraudulent use of service including:
    - (a) The use of service or facilities of the Company to transmit a message or to locate a person, or otherwise to give or obtain information without payment of the charge applicable for the service;

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Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

### S2. GENERAL REGULATIONS

### S2.2 <u>LIMITATIONS AND USE OF SERVICE</u> (continued)

S2.2.10 Cancellation of Service for Cause (continued)

- a. (6) (continued)
  - (b) The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, long distance message telecommunications service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
  - (c) The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
  - (d) The use of profane or obscene language;
  - (e) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
  - (7) The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this Tariff, including but not limited to such call management features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.
  - (8) Any other violation of the Company's regulations.
- b. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such a person.

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### S2. GENERAL REGULATIONS

## S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE

### S2.3.1 Availability of Facilities

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- b. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- c. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 5, "Charges Applicable Under Special Conditions", except as otherwise specified.

#### \$2.3.2 Application for Service

- a. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- b. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former customers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- c. If telephone service is established and it is subsequently determined that either condition in b, above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of prior indebtedness.
- d. When an application for service and facilities, or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to the completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.

Any costs due to a rearrangement of equipment caused by a suspension of a portion of the service will be borne by the customer.

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ISSUED:

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BY:

Vice President

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### S2. GENERAL REGULATIONS

## S2.3 <u>ESTABLISHMENT AND FURNISHING OF SERVICE</u> (continued)

### S2.3.2 Application for Service (continued)

e. When a customer requests a change in location of all or a part of the facilities covered by his application for service or request for addition, rearrangements, or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total cost and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

### S2.3.3 Application of Rates for Business and Residence Service

- a. The determination as to whether customer service should be classified as business or residence is based mainly on the character of use to be made of the service. Although, in general, business rates apply at business locations and residence rates apply at residence locations, residence service will not be furnished at business locations except as provided in c(5) following.
- b. In general, business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, where the service is located on a premises whose main use is nonresidential. Examples of locations at which business rates apply are:
  - (1) At offices, stores, factories, mines, and all other places of a strictly business nature.
  - (2) At houses or apartments where rooms are rented or boarders are taken or both, and in halls and offices of hotels and apartment houses. However, when it is clearly evident that the service located in the customer's house or in an owner's, manager's or occupant's private rooms or apartment is to be used primarily for the domestic purposes of the customer, then residence rates apply.
  - (3) At quarters occupied by clubs and fraternal societies, public, private, or parochial schools, hospitals, libraries and other institutions, and in churches. However, at locations, such as fraternity houses where members of the organization lodge, or lodge and board within the building, residence rates apply.
  - (4) At tool houses or construction offices of contractors engaged in the reconditioning or remodeling of any structure whether the structure is to be used for business or residence purposes upon completion of the work.
  - (5) At residence locations in the same building as the customer's business establishment or at residence locations adjacent to the subscriber's place of business when it is not evident that the telephone located in the residence is to be employed primarily for residence use.
  - (6) At all other locations where the subscriber's primary use of the service is for business purposes.

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#### S2. GENERAL REGULATIONS

### S2.3 <u>ESTABLISHMENT AND FURNISHING OF SERVICE</u> (continued)

- \$2.3.3 Application of Rates for Business and Residence Service (continued)
  - c. In general, residence rates apply when the use of the service is of a domestic nature or is located on a premises whose main use is residential and provided that service is not used substantially for business purposes. Examples of locations of which residence rates apply are:
    - At private residences.
    - (2) At private apartments in hotels, boarding houses, college dormitories, and hospitals when separate main station service is provided in such apartments and where the use of the service is confined to the domestic use of the customer.
    - (3) At the place of residence of a clergyman, physician, nurse, dentist, veterinary surgeon or other medical practitioner or Christian Science practitioner. Abbreviated titles such as "Dr.", "Rev.", "Judge", "Professor", are not considered business designations.
    - (4) In a private stable or garage when it is strictly a part of the customer's domestic establishment. Also, residence extensions are permitted in barns if the use of the service for any business purpose is only incidental. Separate exchange service or extension station service furnished at commercial farm locations for business use are classified as and charged for as business service.
    - (5) Residential secretarial lines may be terminated in telephone answering facilities at telephone answering bureaus.
  - d. Changes from business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified in c. above.

A change of service classification from business to residence requires a number change.

e. Changes from Business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified above.

When it is determined that a customer with residence service is using that service in such manner that it should be classified and charged for as business service under the provisions of b. above, the Company may disconnect the customer's service in the event he refuses to permit his service to be classified as business service and to pay the business rate.

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#### S2. GENERAL REGULATIONS

#### ESTABLISHMENT AND FURNISHING OF SERVICE (continued) S2.3

### S2.3.4 Transfer of Service Between Customers

- Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation, or in the case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways.
  - If the new customer, fully understanding the regulations governing the service (1) and the status of the account, willingly assumes all obligations thereunder, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
  - (2)If the new customer does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is EFFECTIVE.
- b. Under either method of transfer, the reassignment of the old telephone number to the service of the new party is arranged for only after the former customer has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new customers, and when in the judgment of the Company a change in the telephone number is not required.
- When a relationship does exist, business or otherwise, between the old and new C. customer, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.
- d. The charges applicable for transfers of service as indicated above are the same as the service connection charges as specified in Section 4 of this Tariff.

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### S2. GENERAL REGULATIONS

# ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

#### S2.3.5 Initial Service Periods

- a. Unless otherwise specified, the initial service period for all services offered in this tariff is one month commencing with the date of installation of the service.
- b. For services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in parentheses following the basic termination charge listed in that section of the tariff containing the service offered.
- The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

### d. For Landrum and Campobello

The initial service period for directory listings, where the listing actually appears in the directory, is the directory period or a minimum of one year. The initial service period for directory listings which do not appear in the directory is one month. If notification to discontinue a listing is received after the directory close, it will be treated as a listing appearing in the book.

#### e. For Landrum and Campobello

For all services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered.

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#### S2. GENERAL REGULATIONS

#### ESTABLISHMENT AND FURNISHING OF SERVICE (continued) S2.3

## S2.3.6 Floor Space, Electric Power and Operating at the Customer's Premises

- The customer is responsible for the provision and maintenance, at his expense, of all a. suitable space and floor arrangements, including but not limited to adequate lighting, proper relative humidity and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the customer by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the customer.
- Except as may be specified elsewhere in this tariff, all operating required for the use of b. communications facilities provided by the Company at the customer's premises will be performed at the expense of the customer, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

### S2.3.7 Provision and Ownership of Directories

Telephone directories distributed from time to time by the Company, remain the property of the Company and shall not be mutilated and shall be surrendered upon request. No binder, holder, insert or auxiliary cover or attachment of any kind not furnished by the Company shall be attached to the directories owned by the Company, except that this prohibition shall not apply to a customer-provided binder, holder, insert, or auxiliary cover which is not so attached as to impede reference to essential service information or otherwise interferes with service.

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### S2. GENERAL REGULATIONS

### S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

### S2.3.8 Provisions and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

### S2.3.9 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this tariff, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

### S2.3.10 Company Facilities at Hazardous or Inaccessible Locations

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable to employees of the Company, the customer may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any renumeration to be based on the conditions involved.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006 EFFECTIVE: July 17, 2006

BY: Vice President

Little Rock, Arkansas

#### S.2 GENERAL REGULATIONS

## S2.3 <u>ESTABLISHMENT AND FURNISHING OF SERVICE</u> (continued)

### S2.3.11 Work Performed Outside Regular Working Hours

The rates and charges specified in this tariff contemplate that work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

#### S2.3.12 Termination of Service

- a. Termination of Service by the Company
  - (1) Violation of any of the regulations contained in this tariff on the part of the customer may be regarded as sufficient cause for termination of the customer's service.
  - (2) When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated below for termination of service at the customer's request apply.
  - (3) The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

### b. Termination of Service at Customer's Request

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED:

BY:

July 17, 2006 Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S2. GENERAL REGULATIONS

### S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

### S2.3.13 Suspension of Business and Residence Service

#### a. General

- (1) Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
- (2) When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- (3) When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
- (4) In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension.
- (5) The charge for the total suspension period may be collected in advance.

### b. Application of Charges

- (1) The charge for service during the period of suspension is 50 percent of the rate regularly charged, except as modified in (2) below.
- (2) The minimum charge for any twelve consecutive months shall not be less than three-fourths of the total charge for full service during the twelve-month period.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

S2. GENERAL REGULATIONS

#### S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

S2.3.13 Suspension of Business and Residence Service (continued)

#### S2.3.14 Ringer Limitations

- Except as provided herein, one ringer is provided for each station and such ringer is a. located at the station. If additional ringers are desired, or if the ringer is not located at the station, such ringers will be provided as specified for in Section 14 of this tariff. Where two ringers per main station cannot be furnished on a rural line with one or more extension stations, the ringer may be located away from a station without additional charge provided the ringer remains in the same building as the main station.
- b. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual lines, and to one per main station in the case of rural lines.
- Ordinarily in connection with individual line and Centrex station line service, a C. ringer is permanently connected to the line. However, at the customer's request, a ringer cut-off may be provided at rates applicable in Section 14 of this Tariff.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

#### S2. GENERAL REGULATIONS

#### S2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

#### S2.4.1 Advance Payments

- a. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. (Refer to Section S4.2.2 Schedule of Charges.) The amount of this advance payment will be credited to the subscriber's account after service is established. Where construction charges are applicable the payment thereof may be required before construction begins.
- b. The amount of any advance payment collected is credited to the subscriber's account after service is established.
- In addition to the advance payment specified in the preceding paragraph, an applicant for c. telephone service (the furnishing of which involves an unusual installation expense) may, if it is deemed necessary by the Company in safeguarding its interests, be required to make an advance payment of such proportion of the estimated cost as is to be borne by the applicant in addition to such service connection charges as are applicable.
- d. The amount of any advance payment collected because of unusual installation expense is credited to the applicant's account as applying against the construction or installation charge. If the amount of such advance payment collected is in excess of the proportion of such costs to be borne by the applicant, the amount of excess is either returned to the customer or credited to his account.

#### S2.4.2 Deposits

The Company may, in order to safeguard its interest, require an applicant for or customer a. to its services to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S2. GENERAL REGULATIONS

### S2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

### S2.4.2 Deposits (continued)

- Except as otherwise specified in the Company's appropriate tariffs, the amount of such deposit generally shall not exceed the amount of charges for service established to accrue for a period of two (2) months.
- c. Interest shall be paid by the Company upon such deposits at the rate approved by the South Carolina Public Service Commission, payable annually for the time such deposits were held by the Company and the customer was served by the Company. Such interest shall be calculated to December 1 of each year, and the payment shall be made by credit to customer's account on the January billing.
- d. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

## S2. GENERAL REGULATIONS

## S2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

### S2.4.3 Payment for Service

- a. The customer is responsible for payment of all charges in conjunction with the services furnished him including collect long distance messages which have been accepted at the customer's telephone and long distance messages originating at the customer's station. If objection is not received by the Company within ten days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber.
- b. The customer shall pay on a monthly basis in advance or shall pay on demand all charges for service and equipment and shall pay on demand all charges for long distance service. Special billing arrangements may be established for services provided to certain Governmental agencies.
- Bills are due upon receipt and are payable at the Company's Business Office or at any agency duly authorized to receive such payments.
- d. Failure to receive a bill does not relieve the customer of the responsibility for payment in accordance with the provisions set forth herein.
- e. Should service be suspended for non-payment of charges, it will be restored only as provided under "Restoration Charge" in Section 4 of this tariff.
- f. When the service has been disconnected for non-payment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- g. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for non-payment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for non-payment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for non-payment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account.
- A maximum of one and one-half percent (1-1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006 Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S2. GENERAL REGULATIONS

#### S2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

### S2.4.4 Allowance for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the customer, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

### S2.4.5 Provision for Certain Local Taxes and Fees

Windstream South Carolina, Inc. a.

> In the event that a municipality or political subdivision collects or receives any payment or payments from the Company for or by reason of the use of the streets, alleys, or public places of the municipality or political subdivision or for any license, privilege, franchise, inspection or other similar tax, fee or payment whether in a lump sum or at a flat rate, or based on receipts or otherwise, the aggregate amount of such payments will be billed insofar as practicable, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to Ad Valorem taxes nor to the amount of any tax, fee or payment received by a municipality or political subdivision pursuant to an ordinance, agreement or arrangement in effect as of June 4, 1965.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S2. GENERAL REGULATIONS

#### S2.5 **LIABILITY OF THE COMPANY**

#### S2.5.1 Service Irregularities

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or defect or failure in facilities occurs.
- The liability for service irregularities caused by customer provided equipment shall rest at b. all times with the customer.

### S2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

### S2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus, and systems of the customer; and against all other claims arising out of any act of omission of the customer in connection with the facilities provided by the Company.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

### S2. GENERAL REGULATIONS

### S2.5 LIABILITY OF THE COMPANY (continued)

### S2.5.4 Errors in Telephone Directories

a. The Company, except as provided herein, assumes no liability for damages claimed on account of errors or omission from its directories and, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of their publication in the directory.

Claims for damages on account of interruptions to service due to errors or omissions in directory listings will be limited to an amount equivalent to such proportion of the customer's service as is affected, the maximum liability not to exceed one-half the monthly service charges for the period from the date of issuance of the directory in which the error occurred to the date of issuance of a new directory containing the proper listing.

b. In the case of additional or joint user listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

#### S2.5.5 Period for the Presentation of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

S2. GENERAL REGULATIONS

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

### S2.5 LIABILITY OF THE COMPANY (continued)

#### S2.5.6 Equipment in Explosive Atmosphere

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by an other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- b. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- c. The customer shall furnish, install and maintain sealed conduit with explosive-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

#### S2.5.7 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S2. GENERAL REGULATIONS

### S2.6 OBLIGATION OF THE COMPANY

### S2.6.l Obligation to Furnish Service

a. The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

### S2.7 SPECIAL PROMOTIONS

### S2.7.1 Regulations

- a. The Company may offer special promotions of new or existing services or products. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities.
- b. Upon initial availability in a particular exchange of Windstream custom calling feature(s), service(s), or combinations thereof, the Company may elect to waive the nonrecurring charges and up to the first two month's recurring charges for customers subscribing to such service(s) or feature(s) for a period of up to sixty days following the date on which such service(s), feature(s), or combinations thereof, become available in that exchange. If a promotion or a waiver for such feature(s), service(s) or combinations thereof is in effect for all customers in the customer's class of service at the time the customer orders the feature(s) or service(s), the general promotion or waiver will apply instead of this waiver. A subscriber may not participate in both this waiver and a concurrent general promotion or waiver for the feature(s) ordered. Appropriate notice of these promotional initiatives will be provided to the Commission.

### S2.8 CONTRACT SERVICE ARRANGEMENTS

Contract Service Arrangements (CSA) may be furnished in lieu of existing tariff offerings. CSA's may be developed by the Company and, at the Company's discretion, offered on a case-by-case basis taking into account special customer considerations including, but not limited to, volume or term commitments, bundled services, in response to a competitive offering. Individual case basis (ICB) rates and terms will be offered to the Customer in writing and a contract entered into between the Company and the Customer.

### S2.9 SPECIAL SERVICE ARRANGEMENTS

Special Service Arrangements (SSA) may be furnished for a service not generally offered under this tariff. SSA's may be developed by the Company and, at the Company's discretion, offered on a case-by-case basis taking into account special customer considerations including, but not limited to, volume or term commitments, bundled services, in response to a competitive offering. Individual case basis (ICB) rates and terms will be offered to the Customer in writing and a contract entered into between the Company and the Customer.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice President Little Rock, Arkansas

## S3. BASIC LOCAL EXCHANGE SERVICE

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WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.1 **GENERAL**

- a. Access line rates in this tariff are identified with Windstream South Carolina, Inc.
- b. The rates specified herein for basic local access lines entitle subscribers to an unlimited number of messages to stations as specified in this section for each exchange.
- c. Base Rate Areas are identified on maps on file.
- d. The rates for service not specifically shown in this section are presented in other sections of this tariff.
- e. EFFECTIVE October 1, 1994 multi-party service will no longer be offered to new customers.
- f. Existing multi-party subscribers shall be converted to single-party service on October 1, 1995.

WINDSTREAM SOUTH CAROLINA, INC.

Section 3 Original Page 2

BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

## S3. BASIC LOCAL EXCHANGE SERVICE

#### S3.2 RATES - for the Base Rate Area, each Access Line

Exchange	Business	Residence
ASOC	<u>1-Party</u> B1	<u>1-Party</u> R1
Cameron	29.91	14.96 *
Campobello	29.91	14.96
Inman	29.91	14.96
Kershaw	31.45	16.49
Landrum	29.91	14.96
Lexington	31.27	14.96
St. Matthews	29.91	14.96

<sup>\*</sup> The Cameron exchange now includes the geographic area that did include the Creston exchange. New exchange maps showing the two exchanges as one Cameron exchange are on file with the South Carolina Public Service Commission.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006 Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S3. BASIC LOCAL EXCHANGE SERVICE

#### S3.3 **LOCAL CALLING AREAS**

The rates specified in Section 3.2 entitle customers to access all stations bearing the central office designations of additional exchanges as shown below. The local calling area of the exchange in the left hand column also includes the exchanges listed in the right column.

**EXCHANGE** 

ADDITIONAL EXCHANGES

Lexington

Pelion, Gilbert, Columbia

Kershaw

Heath Springs, Camden, (1)

Inman

Spartanburg, Boiling Springs Lyman

**ADDITIONAL EXCHANGE** 

**EXCHANGES INCLUDED IN LOCAL CALLING AREA** 

Landrum, Tryon, Green Creek, Columbus

Campobello Landrum

Campobello, Tryon, Green Creek, Columbus

**ADDITIONAL** 

**EXCHANGES INCLUDED IN LOCAL CALLING AREA** 

**EXCHANGE** St. Matthews

Cameron, Orangeburg

Cameron

Orangeburg, St. Matthew

Additional exchanges may be included. See Windstream South Carolina'a Area Calling Service found in (1) Section 3.11.2.D.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

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ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.4 NATIONAL AND REVERSE DIRECTORY ASSISTANCE

#### A. General

- National Directory Assistance is a service whereby customers may dial 1411 and request assistance in determining listing information of subscribers who are located outside the customer's local calling area (exchange).
- Reverse Directory Assistance is a reverse search service that allows the caller to request a customer's name and/or address after giving the directory assistance operator a complete telephone number. Customers may access Reverse Directory Assistance by dialing 1411.

#### B. Conditions

The following conditions and rates apply to all calls from customers who request National Directory Assistance or Reverse Directory Assistance.

- The customer will be charged for each call made to National Directory Assistance or Reverse Directory Assistance. Customers may receive one listing per call. The National and/or Reverse Directory Assistance rate applies per call, whether or not a number, name, or address is provided; this includes requests for numbers, names, or address that are non-published or unlisted.
- There are no billing exemptions or allowances for National Directory Assistance or Reverse Directory Assistance service request.
- Charges for National Directory Assistance or Reverse Directory Assistance service are not
  applicable to calls placed from hospitals, or to calls placed by customers who certify they
  are unable to use a directory because of visual or physical handicap.
- National Directory Assistance and Reverse Directory Assistance services will not be available from Hotel/Motel and Pay Telephone.

### C. Rates

		rei Request
1.	National Directory Assistance	\$1.25
2.	Reverse Directory Assistance	\$1.25

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED:

July 17, 2006

BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.5 LOCAL DIRECTORY ASSISTANCE SERVICE

#### S3.5.1 General

The Company furnishes Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers.

When a party in South Carolina requests assistance in obtaining telephone numbers of subscribers who are located within the same local calling area or expanded local calling area as the calling party, the following charges apply.

#### S3.5.2 Rates

A. A charge is applicable for all exchanges for each direct dialed inquiry for local directory assistance. Each number requested constitutes an inquiry except that the first two numbers requested on any one call constitute only one inquiry.

Rate

\$1.25 per inquiry

### S3.6 OPERATOR ASSISTED LOCAL CALLS

S3.6.1 Windstream South Carolina, Inc. concurs with the Operator Assisted Local Calls, Rates, Rules, and Regulations filed with the South Carolina Public Service Commission by BellSouth, together with any amendments or successive issues thereof, and makes itself a party to such rates, rules and regulations, with the provision that this company reserves the right to cancel this concurrence after compliance with requirements as to tariff filings as may be necessary upon such cancellation.

WINDSTREAM SOUTH CAROLINA, INC.

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ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S3. BASIC LOCAL EXCHANGE SERVICE

#### S3.7 **VERIFICATION AND EMERGENCY INTERRUPT SERVICE**

S3.7.1 Windstream South Carolina, Inc. and St. Matthews concur with the Verification and Emergency Interrupt Service Rates, Rules and Regulations as filed with the South Carolina Public Service Commission by Southern Bell Telephone Company, together with any amendments or successive issues thereof, and makes itself a party to such rates, rules, and regulations, with the provision that the Company reserves the right to cancel this concurrence after compliance with requirements as to tariff filings as may be necessary upon such cancellation.

#### **OPTIONAL EXTENDED AREA SERVICE** S3.8

S3.8.1 Optional Extended Area Service provides for optional calling on customer dialed station-to-station calls to locations outside of a subscriber's local calling area, but within the same LATA. This service is offered on a per line basis in exchanges as specified in the following and is available to all business and residential subscribers unless specifically excluded.

#### S3.8.2 Rates

a. Lexington and Batesburg

> The charge for this route is double the applicable local rate in Section 3.2, 10.1 or 11.2.1 including any applicable zone charges. A secondary service order charge per Section 4.3.1 applies to all subscribers enrolling in this route.

b. Inman 20-Hour Call Plan

> This plan allows the customer to call Columbus, Green Creek, and Tryon, North Carolina up to 20 hours per month. Any usage over the 20-hour block of time will be rated at \$0.07 per minute.

20-Hour Block of Time: Monthly Rate **Business** \$9.25 Residential \$4.65

4.3.1 applies to all subscribers enrolling in this route.

WINDSTREAM SOUTH CAROLINA, INC.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S3. BASIC LOCAL EXCHANGE SERVICE

#### S3.9 **NETWORK ACCESS REGISTER (NAR)**

S3.9.1 General

Network Access Registers (NARS) Package provide for exchange and long distance message network calling to and from main stations and attendant positions of a WDC system.

## S3.9.2 Rates and Charges

Network Access Registers (NARS), per NARS a.

The monthly rate for NARS is equal to the individual Business Line rate plus \$.25.

WINDSTREAM SOUTH CAROLINA, INC.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice Presiden

S3.10

Vice President Little Rock, Arkansas

## S3. BASIC LOCAL EXCHANGE SERVICE

## S3.10.1 Application and Regulations

JOINT USER SERVICE St. Matthews only

- a. In general, business exchange service is furnished for the exclusive use of the business customer and his employees, agents, and representatives. A joint user is a person, firm, or corporation, whose use of a customer's business service is not contemplated under the terms outlined above, but who, subject to the consent of the customer and the regulations specified in this tariff, is privileged to use the customer's service. To facilitate this use of the service, each joint user is allowed one listing in the alphabetical section of the directory without extra charge. Nothing herein shall be construed as bestowing any contractual right upon the joint user. Joint user service is a condition of the agreement between the Company and the main customer; and the Company shall not, under any circumstances, assume any obligation to the joint user.
- b. Joint user service is permitted in connection with the following:
  - (1) Business Individual Line Service.
  - (2) Private Branch Exchange Service.
- c. An application for joint user service and for equipment or facilities furnished in connection therewith must be arranged for the customer to the main service, who is responsible for the payment of all charges incurred thereunder. Station, additional listings and miscellaneous equipment are furnished, with the consent of the customer, for use of the joint user, at regular rates.
- d. Except as provided for hotels, the joint user must be located on the customer's premises and in the same office or suite of offices as the customer. In connection with hotel branch exchange service, joint user service is available to anyone maintaining a business in the hotel and to any permanent guest or tenant maintaining a residence in the hotel, at the appropriate rate indicated below.

EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

#### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.11 WINDSTREAM PLUS (AREA CALLING SERVICE)

#### S3.11.1 Description of Service

- A. WINDSTREAM PLUS is an optional offering that provides service within a forty mile intrastate/intraLATA radius of the customer's serving wire center.
- B. Single Party Residence, Business, and Key/PBX Trunk Group customers who subscribe to the plan will each have three options as defined in 3.11.2 following.
- C. Seven-digit dialing within NPA boundaries is provided for all intraLATA calls within the 40-mile calling area for those customers selecting Windstream PLUS.
- D. The service is only available where technical and billing capabilities permit.
- E. This service is available to individual residence lines, individual business lines, Key Trunks, PBX Trunks, and Centrex NARS and Public Telephone Access Service for CPE (PTAS). There are no billed usage limits for Key Trunks, PBX Trunks, Centrex NARS and PTAS.
- F. All calls completed with automated calling cards or operator assistance will be billed the applicable Long Distance Message Telecommunications Service (MTS) charges described in Section 18 of this Tariff.
- G. WINDSTREAM PLUS usage rates are subject to a 50% discount for messages between 8:00 PM and 8:00 AM, all day on Saturday and Sunday and Holidays as specified in Section 18 of this Tariff.
- H. Within six months of the EFFECTIVE date of the tariff all customers selecting WINDSTREAM PLUS will be permitted two service changes without incurring a service connection charge as identified in section 4 of this Tariff or for new customers, within six months of the initial installation one change is permitted in addition to the initial selection.
- All rules and regulations that appear in other sections of this Tariff apply unless otherwise stated herein.

### S3.11.2 Customer Options

Single Party Residence, Business, and Key/PBX Trunk Group customers each have 3 options, described as follows:

- A. Single Party Residence Customers
  - 1. Plan A
    - Subscribers pay a monthly recurring charge of \$7.00.
       Kershaw customers pay \$7.75
    - b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.02 per minute or fraction thereof.
      - Local service usage charges are capped and will not exceed \$15.00 per month.
    - c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed as a usage rate of \$0.11 per minute or fraction thereof.

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ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

#### S3. BASIC LOCAL EXCHANGE SERVICE

## S3.11 WINDSTREAM PLUS (AREA CALLING SERVICE)

### S3.11.2 Customer Options (continued)

- 2. Plan B
  - Subscribers pay a monthly recurring charge of \$9.00.
     Kershaw customers pay \$9.75.
  - b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.016 per minute or fraction thereof.
    - Local service usage charges are capped and will not exceed \$15.00 per month.
  - c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$.088 per minute or fraction thereof.
- 3. Plan C
  - Subscribers pay a monthly recurring charge of \$28.00 for unlimited calling to all locations within 40 rating miles from the subscriber's serving central office. No usage charges apply.
     Kershaw customers pay \$28.75.
- B. Single Party Business, Centrex NARS and PTAS Customers
  - Plan A
    - Subscribers pay a monthly recurring charge of \$23.00.
       Kershaw customers pay \$23.75.
    - b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.02 per minute or fraction thereof.
      - (1) Local service usage charges are capped and will not exceed \$25.00 per month. This cap does not apply for Centrex and PTAS customers.
    - c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$0.11 per minute or fraction thereof.
  - 2. Plan B
    - Subscribers pay a monthly recurring charge of \$26.00.
       Kershaw customers pay \$26.75.
    - b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.016 per minute or fraction thereof.
      - (1) Local service usage charges are capped and will not exceed \$25.00 per month. This cap does not apply for Centrex and PTAS customers.
    - c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 mile radius of the subscriber's serving central office are measured and billed at a usage rate of \$0.088 per minute.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.11 WINDSTREAM PLUS (AREA CALLING SERVICE) (continued)

### S3.11.2 Customer Options (continued)

B. Single Party Business, Centrex NARS and PTAS Customers (continued)

#### Plan C

- Subscribers pay a monthly recurring charge of \$38.00.
   Kershaw customers pay \$38.75.
- b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.01 per minute or fraction thereof.
  - Local service usage charges are capped and will not exceed \$25.00 per month. This cap does not apply for Centrex and COCOT customers.
- c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$0.055 per minute or fraction thereof.

### C. Key/PBX Trunk Customers

### 1. Plan A

- Subscriber's pay a monthly recurring charge of \$33.00.
   Kershaw customers pay \$33.75.
- b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.02 per minute or fraction thereof.
- c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$0.11 per minute or fraction thereof.

### 2. Plan B

- Subscribers pay a monthly recurring charge of \$36.00.
   Kershaw customers pay \$36.75.
- b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.016 per minute or fraction thereof.
- c. IntraLATA messages terminating outside of the subscriber's local calling area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$0.088 per minute or fraction thereof.

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BY:

ISSUED: July 17, 2006

Vice President

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EFFECTIVE: July 17, 2006

#### S3. BASIC LOCAL EXCHANGE SERVICE

#### WINDSTREAM PLUS (AREA CALLING SERVICE) (continued) S3.11

S3.11.2 Customer Options (continued)

- Key/PBX Trunk Customers (continued) C.
  - 3. Plan C
    - Subscribers pay a monthly recurring charge of \$48.00. a. Kershaw customers pay \$48.75.
    - b. Messages terminating within the subscriber's local calling area, as defined in Section 3.3 preceding, are measured and billed at a usage rate of \$0.01 per minute or fraction thereof.
    - IntraLATA messages terminating outside of the subscriber's local calling c. area and within a 40 rating mile radius from the subscriber's serving central office are measured and billed at a usage rate of \$0.055 per minute or fraction thereof.

#### D. Kershaw to Lancaster Toll Free Plan

- 1. This plan provides for toll free calling for calls that originate in the Kershaw exchange and terminate in the Lancaster exchange.
  - This plan is mandatory and is only available to customers, both a. Business and Residence, that have a Kershaw exchange prefix and where local service is provided by the company.
  - b. Qualifying traffic consists of all calls that originate in the Kershaw exchange and terminate in the Lancaster exchange.
  - The monthly recurring charge for this plan is \$0.72 and is included as an C. addition to the customer's monthly recurring local service rate.

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BY:

ISSUED: July 17, 2006

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

#### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.12 LIFELINE SERVICE

### S3.12.1 Definition

A. Lifeline Service is a retail local service offering available to qualifying low-income residential customers who participate in one of the following programs:

> Medicaid Food Stamps Temporary Assistance to Needy Families, previously known as AFDC

В. Customers qualifying for Lifeline Service are offered the services or functionalities enumerated in 47 Code of Federal Regulations §54.101 (a) (1)-(8) (relating to Supported Services for Rural, Insular and High Cost Areas).

### S3.12.2 Discounts

The following credits will apply for customers deemed eligible for Lifeline assistance: A.

	Monthly <u>Credit</u>
Federal Subscriber Line Charge Credit	(1)
Initial Federal Credit to Residential Access Line	\$1.75
State Credit to Residential Access Line	\$3.50
Additional Federal Credit to Residential Access Line	\$1.75

В. The monthly discounted residential rate for qualified low-income customers may not be reduced below zero. Therefore, the credit amount defined in A. above shall not exceed the total of the subscriber line charge and the customer's normal residential local exchange service rate.

#### S3.12.3 General

- A. The Company shall offer Toll Blocking service to all qualifying low income customers at no charge at the time such customers subscribe to Lifeline service. If the customer voluntarily elects to receive Toll Blocking service, the service shall become part of the customer's Lifeline service and all service deposits will be waived.
- B. Lifeline program rate reductions do not apply to long distance service or any other services (i.e., Custom Calling, CLASS, construction charges, etc.) which may or may not be tariffed. Customers may obtain such services, where available, at their discretion, although the Lifeline program rate reduction does not apply.
- (1) The Federal Subscriber Line Charge Credit is the currently authorized rate as approved by the FCC.

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ISSUED: July 17, 2006
BY: Vice President

EFFECTIVE: July 17, 2006

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#### S3. BASIC LOCAL EXCHANGE SERVICE

#### S3.12 LIFELINE SERVICE (Continued)

#### S3.12.3 General (Continued)

- C. The Lifeline Service rate reductions do not apply to service connection charges, except that customers eligible for Lifeline Service will receive a reduction in applicable service connection charges, as set forth in the Link-Up America Program found in Section 4 of this tariff.
- D. Lifeline program service will not be available on a retro-active basis.
- A customer deemed eligible for Lifeline service is automatically eligible for Link-Up Service.

#### S3.12.4 Eligibility Requirements

- A. The Lifeline program rate reduction shall apply to one (1) telephone line per residential household.
- B. The service must be provided in the eligible customer's name.
- C. The applicant must participate in one of the following programs:

Medicaid
Food Stamps
Temporary Assistance to Needy Families,
previously known as AFDC.

- D. The customer must sign, under penalty of perjury, a document certifying:
  - 1. He/she is receiving benefits from one of the programs listed in C. above.
  - Name of the program(s) from which they are receiving benefits.
  - 3. That he/she will notify the company if he/she no longer participates in the program(s) named in 1. preceding.

### S3.12.5 Credits and Deposits

- A. The credit verification procedures available for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Lifeline program.
- B. The deposit standards used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Lifeline Program with the exception that deposit requirements will be waived for Lifeline Service applicants who voluntarily elect to subscribe to Toll Blocking service.

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EFFECTIVE: July 17, 2006

### S3. BASIC LOCAL EXCHANGE SERVICE

### S3.12 LIFELINE SERVICE (Continued)

#### S3.12.6 Service Charges

- Service charges do not apply when eligible customers with existing residential service convert to Lifeline Service.
- B. A service order deposit is not applicable to customers who voluntarily elect to receive Toll Blocking service when initiating Lifeline service.
- C. A service order charge does apply when:
  - At the time Lifeline Service billing is initiated, eligible residential local exchange access service customers also request additional optional calling features such as Custom Calling Features, CLASS features, etc.
  - Any subsequent moves or changes after the initial connection to Lifeline service are requested by the customer.
  - Service is established for new residential applicants (those without existing local exchange access service) eligible for Lifeline Service. However, Lifeline customers automatically qualify for service order charge discounts under the Link-Up America Program specified in Section 4 of this tariff.

### S3.12.7 Payments and Disconnection of Service

- A. Lifeline service may not be disconnected for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges.
- B. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

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## S4. SERVICE CHARGES

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Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S4. SERVICE CHARGES

### S4.1 DEFINITIONS

# S4.I.I Service Charge

A service charge consists of one or more of the following non-recurring charges for work required due to subscriber request. The charges below are separately established for an equitable recovery of the costs incurred in the required operations.

# a. Service Order Charge

Applicable for receiving information and taking action in connection with a subscriber's or applicant's request. Service order charges are classified as either primary or secondary.

# b. Premises Visit Charge

Applicable for a required trip to a customer's premises in connection with establishment of service, rearrangement of service, installation or equipment, or removal of equipment.

# c. Central Office Work Charge

Applicable for testing and connecting functions required within the central office.

## d. Miscellaneous Charges

Applicable under a variety of circumstances. The charges usually consist of a combination of one or more service charges.

### e. Restoration Charge

Applicable for restoral of service following a temporary suspension of such service.

# f. Termination Charge

Applicable for a subscriber's request for discontinuance of an item of service or equipment prior to the expiration of the initial service period designated for such an item.

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BY:

ISSUED: July 17, 2006

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EFFECTIVE: July 17, 2006

## S4. SERVICE CHARGES

#### S4.1 **DEFINITIONS** (continued)

# S4.1.1 Service Charge (continued)

g. Maintenance of Service Charge

> A non-recurring charge of \$20.00 applies when a subscriber's customer-provided terminal equipment has been identified from test at the test board as having caused trouble and being in need of repair.

> A minimum non-recurring charge of \$40.00 will apply for each repair visit of two hours or less to a customer's premises in connection with a service difficulty when it is determined that the difficulty was due to a condition in customer-provided terminal equipment or communications system. In the event the repair visit requires more than two hours, the customer will be required to bear the cost incurred at \$20.00 per man hour.

h. Installation Expedite - Applicable for specific customer requests to have a complex Service installed sooner than within the normal interval. Complex service is defined in this instance as any service request that installs or relocates 5 or more single party lines. Centrex lines or NARS, and PBX or DID Trunks. Complex services also include any intra or interexchange private line, digital data, 1.544 Mbps or higher circuits, ISDN services and FX services.

# S4.1.2 Terminal Equipment

Equipment at the subscriber's or user's end of the communication circuit.

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BY:

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Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

### S4. SERVICE CHARGES

#### S4.2 **APPLICATION**

# S4.2.1 General

- a. Service charges are applicable for all services furnished to the subscriber as herein provided.
- No service charges are applicable for: b.
  - (1) Normal maintenance and repair of the Company's equipment and service.
  - (2) Change or correction in name or billing address when there is no change in responsibility and no connection, disconnection, move or change in the service.
- No service charges other than termination charges apply for the disconnection, C. discontinuance, or removal of service. Termination charges apply only as specified in Section 4.6.
- d. Changes in the locations of existing stations or terminations to points outside the subscriber's premises are considered new installations at the new location.
- In no case shall the combination of charges applicable for a move or change of equipment e. or service exceed the charges applicable for a new installation of that equipment or
- f. Payment of service charges may be required before the work is done.
- The nonrecurring charge applicable for the establishment of foreign exchange service is g. the total of those nonrecurring charges applicable within the local and the foreign exchanges.
- h. When the total of service charges applicable for the establishment of basic residence main station service exceeds \$15.00, the applicant will be offered the option of paying these service charges in four monthly payments over the first four billing periods after service work is completed. The Company may require up to \$15.00 plus any charges applicable for other than main station service as the first monthly payment.

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Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S4. SERVICE CHARGES

# S4.2 APPLICATION (continued)

## S4.2.2 Service Order Charges

- A service order charge will be applicable in addition to the appropriate premises visit, central office work, equipment work and/or installation charge.
- Only one service order charge is applicable for all requests made at one time for service on one premise.
- c. The primary service order charge is applicable for requests for initial connection of service and connection of additional local exchange lines, private lines, off-premises extension lines, on-premises extensions located in a different building, or tie lines to an established service, and transfer of service involving change in name and responsibility whether or not there is a lapse in service.
- d. The secondary service order charge is applicable for requests for connection of an extension station or any miscellaneous equipment, inside move or change, number change, restoration of service, change from business to residence service or residence to business service, or establish additional, dual-name, miscellaneous, non-published, and non-listed directory listings.
- e. The primary service order charge and secondary service order charge cannot be applied on the same order. When an order requires work for which both the primary and secondary service order charges would otherwise be applied, only the primary service order charge is applicable.

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ISSUED: July 17, 2006 BY:

Vice President

EFFECTIVE: July 17, 2006

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## S4. SERVICE CHARGES

#### S4.2 APPLICATION (continued)

### S4.2.3 Premises Visit Charge

The premises visit charge is applicable if a premises visit is required to complete any requested work on the subscriber's premise with the following exceptions. The premises visit charge does not apply for:

- a. Disconnection of service
- b. Restoration of service

#### S4.2.4 Central Office Work Charge

- The central office work charge is applicable for work in the central office required in: a.
  - (1) Connection or reconnection of local exchange lines, local private lines, on-premises or off-premise extension lines, and tie lines.
  - (2) Number changes on local exchange lines and Centrex CO main stations and trunks.
  - (3) Restoration of service after temporary suspension.
  - Any other activity which requires connections, changes, or reprogramming in the (4) central office or associated records.
- b. One central office work charge applies for each line connected or restored and for each telephone number changed.

When two or more segments of a local private line, tie line, or off-premise extension line are bridged in the central office, only one central office work charge will apply for each line.

The central office work charge does not apply for transfer of service when there is no C. lapse of service.

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ISSUED: July 17, 2006 BY:

Vice President

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EFFECTIVE: July 17, 2006

# S4. SERVICE CHARGES

#### S4.2 **APPLICATION** (continued)

# S4.2.5 Restoration Charge

a. The restoration Charge is applicable for restoral of service following a temporary suspension of such service due to non-payment. Restoration Charge is equal to the total of the Secondary Service Order Charge and the Central Office Work Charge.

#### S4.3 **SCHEDULE OF CHARGES**

# S4.3.1 Service Order - Windstream South Carolina, Inc.

		BUSINESS	RESIDENCE
a.	Primary - for initial con- nection of service and con- nection of additional local exchange lines, private lines, tie lines, on-premise or off-premises extensions to an established service.	\$32.00	\$18.00
b.	Secondary - modification to an existing service; applicable to each order for a move, change or addition.	\$22.00	\$15.00
c.	Premises Visit, each	9.00	9.00
d.	Central Office Work, each	9.00	9.00
e.	Service Order Charge for existing customers who add Custom Calling or CLASS features	5.00	5.00
f.	Restoration Charge – Reconnection After Disconnect For Non-Payment	31.00	24.00

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BY:

ISSUED: July 17, 2006

Vice President

EFFECTIVE: July 17, 2006

Little Rock, Arkansas

## S4. SERVICE CHARGES

#### S4.3 SCHEDULE OF CHARGES (continued)

## S4.3.2 Schedule of Charges - St. Matthews

		<b>BUSINESS</b>	RESIDENCE
a.	Primary Service Order Charge	\$32.00	\$18.00
b.	Secondary – modification to an existing Service, applicable to each order for a move, Change or addition	22.00	15.00
	ondings of addition	22.00	15.00
C.	Premise Visit, each	9.00	9.00
d.	Central Office Work, each	9.00	9.00
e.	Service Order Charge for existing customers who add Custom Calling or CLASS features	5.00	5.00
f.	Restoration Charge - Reconnection After Disconnect for Non-Payment		
	During regular business hours After regular business hours	31.00 31.00	24.00 24.00
Installation Expedite, each		\$650.00	

#### S4.4 **MISCELLANEOUS CHARGES**

S4.3.3

# S4.4.1 Changes in Telephone Number

- For changes in telephone number of local exchange or Centrex CO lines, a secondary a. service order charge plus a central office work charge for each number changed will apply.
- b. For changes in telephone number of Centrex CO, PBX, or key system stations where a premise visit is required, one secondary service order charge and one premise visit charge will apply plus \$2.00 per number changed.
- The above charges do not apply when, in the judgment of the Company, changes in C. telephone number are necessary for the continuation of satisfactory service.

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ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

## S4. SERVICE CHARGES

#### **S4.4** MISCELLANEOUS CHARGES (continued)

# S4.4.2 Restoration of Service

- In the event service is temporarily suspended for non-payment of charges, such service a. will be restored upon payment of:
  - (1)All charges due or, at the discretion of the Company, a substantial portion thereof, and
  - (2) The secondary service order charge and the central office work charge as specified in Section 4.3.
- When at the request of the subscriber, service is temporarily suspended, the secondary b. service order charge and a central office work charge as specified in Section 4.3 will apply for the subsequent restoral of that service.

#### S4.5 **TERMINATION CHARGES**

- S4.5.1 A termination charge is determined by applying to the basic termination liability the percentage which the unexpired portion of the initial service period bears to the full initial service period.
- S4.5.2 The basic termination liability and the initial service period are indicated in the section of this tariff covering the service items to which they apply. The initial service period is shown in brackets following the amount of the basic termination liability.
- When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.
- When a subscriber cancels an order for service carrying a basic termination liability prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal. The termination charge in this event will not exceed the basic termination liability.

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BY:

ISSUED: July 17, 2006

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

### S4. SERVICE CHARGES

#### S4.6 **LINK-UP SOUTH CAROLINA**

### S4.6.1 Definition

A. Link-Up Service is a retail local service offering available to qualifying low-income residential customers who participate in one of the following programs:

> Medicaid Food Stamps Temporary Assistance to Needy Families, previously known as AFDC.

### S4.6.2 Discounts

- A. Customers deemed eligible for Link-Up assistance will receive a reduction in the eligible customary service charge for commencing telecommunications service for a single telecommunications connection at the customer's principal place of residence.
- B. The monthly discounted service charge shall be 50% of the customary charge or \$30, whichever is less.
- C. A qualifying low-income customer may receive a deferred schedule for payment of the charges assessed for commencing service, for which the customer does not pay interest. The interest charges not assessed to the customer shall be for connection charges of up to \$200 that are deferred for a period not to exceed one year. Charges assessed for commencing service include any charges that the Company customarily assesses to connect customers to the network. These charges do not include any permissible security deposit requirements.

# S4.6.3 General

- Α. A customer deemed eligible for Lifeline Service is automatically eligible for Link-Up service.
- B. Link-Up Program Service will not be available on a retro-active basis.
- C. The credit verification procedures available for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Link-Up program.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice President

Little Rock, Arkansas

# S4. SERVICE CHARGES

# S4.6 LINK-UP SOUTH CAROLINA (CON'T.)

# S4.6.4 Eligibility Requirements

- A. The Link-Up program discount applies to one (1) telephone line per residential household, at the subscriber's principal place of residence.
- B. The service must be provided in the eligible customer's name.
- C. The applicant must participate in one of the following programs:

Medicaid Food Stamps Temporary Assistance to Needy Families, previously known as AFDC.

- D. The customer must sign, under penalty of perjury, a document certifying:
  - 1. He/she is receiving benefits from one of the programs listed in C. above.
  - 2. Name of the program(s) from which they are receiving benefits.
  - 3. That he/she will notify the company if he/she no longer participates in the program(s) named in 1. preceding.
- E. A qualifying low-income customer shall receive the benefit of the Link-Up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which the Link-Up assistance was provided previously.

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ISSUED: July 17, 2006 BY:

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

## S4. SERVICE CHARGES

#### S4.7 **DROP RELOCATION CHARGES**

For relocation of a drop (aerial or buried), when requested by the customer, the following charges are applicable in addition to appropriate Service Order Charges, Premises Visit, and Equipment Charges:

S4.7.1 Aerial Drop Relocation - New Facilities

1. Cost Per Foot (100 foot minimum)

\$1.00

S4.7.2 Buried Drop Placement - Plowed In

Cost Per Foot (100 foot minimum)

\$2.00

S4.7.3 Buried Drop Placement – Customer Provided Trench

Cost Per Foot (100 foot minimum)

\$1.00

S4.7.4 Buried Drop Placement - Driveway Bore (1)

> 1. Cost Per Foot (10 foot minimum)

\$10.00

S4.7.5 Pole costs are not included and are priced separately. 1.

> Under special circumstances, Time, Material and Contract Service Charges may 2. be applied in lieu of, or in additional to the above-tariffed rates.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

# S4. SERVICE CHARGES

#### S4.8 WAIVER OF NONRECURRING CHARGES FOR MILITARY PERSONNEL

This waiver applies to Military Reservists, National Guard and Full Time Military Personnel who disconnect and/or those requesting reconnection of their service due to military deployment associated with Operation Enduring Freedom, Operation Iraqi Freedom or Operation Noble Eagle (Homeland Defense) or any yet to be named military campaigns.

All residence nonrecurring charges are to be waived at the time the access line is installed. The nonrecurring charges include the service charge for the access line, and additional access lines as found in Section 4 of the tariff, and any optional feature or features installed at the same time as found in Section 13 of the tariff.

Verification of military service will be required for this waiver. Military Personnel will be required to provide the name and telephone number of their Commanding Officer and date of orders. In order to qualify for this waiver, military personnel must meet one or more of the following qualifications:

- a. Personnel who were relocated to other countries, states or cities because of Operation Enduring Freedom, Operation Iraqi Freedom, or Operation Noble Eagle or other military campaigns and have returned to Windstream territory.
- Personnel who were moved from military bases in other telephone company areas because of Operation Enduring Freedom, Operation Iraqi Freedom, or Operation Noble Eagle, or other military campaigns and have relocated to Windstream territory.
- Only Personnel who were moved as a direct result of Operation Enduring Freedom, Operation Iraqi Freedom, or Operation Noble Eagle or other military campaigns are eligible for this waiver. Military personnel being relocated as a result of normal military operation are not eligible.

This waiver is not available to personnel whose telephone service was disconnected for nonpayment, or disconnected prior to military service.

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ISSUED: July 17, 2006 BY: Vice President Little Rock, Arkansas

EFFECTIVE: July 17, 2006

# S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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ISSUED: BY:

July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

# S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

# S5.1 CONSTRUCTION CHARGES

# S5.1.1 General

- a. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates, when, because of the occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Company, as for example:
  - (1) The facilities are provided on a temporary basis.
  - (2) Conditions require the provision of special equipment or unusual methods of plant construction, installation, or maintenance.
  - (3) The customer's location requires the use of costly right-of-way.
- b. Title to all construction, provided wholly or partly at a customer's expense, is vested in the Company.
- c. The word "cost", when used in this section, means the in-plant cost consisting of labor, engineering, materials, supervision, and other overhead expenses associated with the construction. Estimated cost will be used; however, where the customer requests, actual cost will be used where practicable.
- d. When attachments are made to poles of other companies in lieu of providing new pole line construction for which construction charges would be applicable under the provisions of this section, the attachment rental charges.

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BY:

ISSUED: July 17, 2006

Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

#### S5.1 **CONSTRUCTION CHARGES** (continued)

#### General (continued) S5.1.1

d. (continued)

> to the Company for such attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant.

- e. Except as otherwise provided herein, the regulations in this tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay the additional cost involved where a different type of construction than that proposed by the Company is desired.
- f. When an applicant is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing, clearing and retaining such right-of-way.
- Construction charges will not apply to the customer's station installation which includes the g. aerial drop which extends from the last pole to the building in which the telephone is located.
- No construction charge is applicable for the provision of construction on public highways h. or other easements within the base rate area, or beyond the base rate area when such construction is to be used in serving customers with the grade and class of telephone service normally offered in a given area.

S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

# S5.1 CONSTRUCTION CHARGES (continued)

## S5.1.2 Construction on Private Property

### a. Pole Line Construction

- (1) No construction charge is made for the provision of new pole line construction on private property, either within or without the base rate area, when such pole line is to be used in serving customers in general. Ownership and maintenance of such poles on private property is vested in the Company.
- (2) Except as provided in (1) foregoing and (3) following, poles on private property will be furnished by the Company at a charge to the customer(s) equal to the cost of each such pole; however, the Company will furnish as many as two poles without charge per customer(s) provided that the poles thus furnished are used to carry central office circuits. Ownership and maintenance of such poles is vested in the Company.
  - (a) In lieu of the arrangements specified above, the customer may, at his own expense, provide all poles on private property necessary to serve him. Ownership and maintenance of such poles on private property is vested in the customer.
- (3) Where for the purpose of furnishing extension lines, it is necessary to lay underground conduit, to trench, or to set poles on the customer's premises, the customer is required to provide and install such underground conduit, to dig and backfill trenches, and to provide and erect such poles or the Company will perform the work at the customer's expense. Where the work is performed by the customer, it must be in accordance with the specifications of the Company. In such situations, conduit, trenching, poles or other supporting structure required for central office circuits will be furnished by or at the expense of the customer. Thus, ownership and maintenance of all supporting structure on private property is vested in the customer.
- (4) Where poles are provided inside and the base rate area under the provisions described in (1) and (2) preceding, the Company will furnish and maintain the necessary circuits. In case poles are provided on private property outside the base rate area, the necessary circuits will be furnished and maintained by the Company; however, the customer may be required to bear all or part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. Where poles or other supporting structure are provided under (3) preceding the Company will furnish and maintain the necessary circuits.

### b. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in a. above are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance.

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ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

## S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

#### S5.1 **CONSTRUCTION CHARGES** (continued)

# S5.1.3 Underground Service Entrances

#### General a.

- (1) Underground service entrances may be provided at the subscriber's request as special construction with either existing or new services, in lieu of the usual aenal drop wire.
- (2) Buried service entrance facilities will be furnished without construction charge where buried service wire or buried cable would normally be provided by the Company for service entrance.

#### b. Conditions

(1) Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition, the customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY:

Vice President

Little Rock, Arkansas

S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

# S5.1 CONSTRUCTION CHARGES (continued)

# S5.1.3 Underground Service Entrances (continued)

- b. (1) (continued)
  - (2) The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.
  - (3) Where armored cable is laid in a trench, the trench shall be constructed and backfilled by or at the expense of the customer. In addition, the customer shall pay the cost of the cable, including the cost of installing, less the estimated cost to the Company of installing such aerial drop as would be (or is) required to furnish the same service.
  - (4) Cable or wire installed in conduit will be maintained and replaced at the expense of the Company where the conduit has been inspected in place by the Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the customer or his representatives will be made only at the customer's expense.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY: Vi

Vice President

Little Rock, Arkansas

# S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

# S5.1 <u>CONSTRUCTION CHARGES</u> (continued)

## S5.1.4 Special Types of Construction

When a special type of construction, other than those covered preceding, is desired by a customer or where the individual requirements of a particular situation make the construction unusually expensive, the customer is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the customer, except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

# S5.1.5 Rearrangement of Existing Plant

When the Company is requested to move or change existing plant for which no specific charge is quoted in this Tariff, the person at whose request such move or change is made may be required to bear the costs incurred.

# S5.1.6 Construction Required for Temporary Service

When construction is required for temporary service and there is no immediate prospect of re-using the plant provided, the customer may be required to bear all or a portion of the cost of such construction, plus the estimated cost of removal of the plant minus net salvage.

# S5.2 CHARGES FOR UNUSUAL INSTALLATIONS

# S5.2.1 Special Types of Installation

When a special type of installation is desired by a customer or where the individual requirements of a particular situation make the installation unusually expensive, the customer is required to bear the excess cost of such installation.

### S5.2.2 Temporary Installation

When an installation is required for temporary service and there is no immediate prospect of reusing the plant provided, the customer may be required to bear all or a portion of the cost of such installation, over and above all the other regular charges for service and equipment.

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006 BY: Vice President Little Rock, Arkansas

# **S6. DIRECTORY LISTINGS**

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EFFECTIVE: July 17, 2006

ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

S6. DIRECTORY LISTINGS

# S6.1 REGULATIONS APPLICABLE TO DIRECTORY LISTINGS

- a. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory and the directory assistance records. Listings are indented solely for the purpose of identifying customer's telephone numbers and as an aid to the use of telephone service.
- b. The listing of customers either without charge or at the rate specified herein for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. In accepting listings as requested by customers or prospective customers, the Company will not be a party to controversies between customers as a result of the publication of such listings in its directories.
- c. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its judgment such listings would tend to delay or impede the use of the service.
- d. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when in its judgment the clearness of the listing and the identification of the customer is not impaired thereby.
- e. Except as hereinafter provided, only one listing is furnished without charge for each main service, joint user service, PBX system or Centrex system; where a number of main services are provided on a rotary basis they are considered as one service. If additional listings are required to properly identify the customer, such additional listings may be provided without charge to the extent that the number of listings allowed does not exceed the number of main station lines or PBX trunks associated with that

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ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S6. DIRECTORY LISTINGS

# S6.1 REGULATIONS APPLICABLE TO DIRECTORY LISTINGS (continued)

e. (continued)

service. Directory listings showing the appropriate Centrex station number may be furnished indented under the main listing or additional listings at the charge for additional listings. Such listings may be specific departments, locations or titles of key personnel.

- f. Additional listings on rotary numbers usually bear the call number of the first line of the rotary group but, at the customer's request, they may bear any one of the rotary numbers.
- g. Street numbers, followed by the names of streets, will be used in identifying the location of the customer, except when in the judgment of the Company, names of buildings, apartment houses or communities serve as a better means of identification. The use of floor, room or suite numbers of buildings or apartment houses, or other such designation is not permitted.
- h. Listings are not provided in connection with public telephone service except when the listing will facilitate the operations of the Company. No additional listings are permitted. Listings in connection with semipublic telephone service are furnished under the same rates and regulations as other business service.
- i. When in the judgment of the Company, the use of reference or other listings, in excess of the number of listings permitted without extra charge, as previously outlined, is needed for better identification of the customer or governmental offices, to facilitate the Company's operations, such listings may be provided without charge.

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ISSUED: July 17, 2006

BY: Vice President

Little Rock, Arkansas

EFFECTIVE: July 17, 2006

### S6. DIRECTORY LISTINGS

# S6.2 <u>BUSINESS LISTINGS</u>

- a. Generally, business listings consist of a name, a designation descriptive of the customer's business, if not self-explanatory, the address at which service is rendered, and the business telephone primary number. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted, but may be that of a second party designated by the customer. Additional listings may be furnished in the names of partners, or members of the firm, if the customer or joint user is a partnership or firm, the names of officers of the corporation where the customer or joint user is a corporation, and for any business establishments, the names of associates or employees of the customer or joint user. Business additional listings may also be the bonafide names of individuals, firms, or corporations which the customer or joint user owns or controls, or is duly authorized to and actually does represent. Listings other than those indicated above are not furnished.
- b. All listings of a customer's services which are located on the same premise must bear the same address, except in the case of outside stations of PBX or Centrex systems when the address may be shown as the premise where the outside station is located.

### S6.2.1 Business Designations

- a. The designation in a business listing consists of a word or phrase, abbreviated where necessary, that describes the general nature of the customer's business. Designations will not be used where the name under which the customer is doing business is sufficient to indicate the nature of the business. The listing of an individual, together with his title and the name of the business with which he is associated or represents, in lieu of a designation of the general nature of the business, is not permitted. Likewise, the listing of the name of a firm or corporation, followed by the name or name and title of an individual connected therewith, in lieu of a business designation, is not permitted.
- b. Listings of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may, for purposes of identification, include abbreviated designations of titles. Also, the titles "Mrs." or "Miss" are permitted. Degrees are permitted when they serve as a means of better identification; however, titles and designations will be omitted when a degree is used that conveys adequate information.

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ISSUED: July 17, 2006

BY:

Vice President Little Rock, Arkansas EFFECTIVE: July 17, 2006

### S6. DIRECTORY LISTINGS

## S6.2 <u>BUSINESS LISTINGS</u> (continued)

### S6.2.2 Trade Names

A trade name created by adding a term such as Company, Agency, Shop, Works, etc. to the name of a commodity or service, will not be accepted as a listing, unless the customer shows satisfactory evidence that he is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

## S6.3 RESIDENCE LISTINGS

Residence listings consist of a name, the address of the premise at which service is rendered, and the telephone number. The primary listing is ordinarily the name of the individual who contracts for the service, but the listing may be in the name of a second party so designated by the customer. Additional listings may be furnished in the names of relatives, including those by marriage, domestic employees of the customer, or other persons residing in the customer's home who are recognized as a part of the customer's domestic establishment.

## S6.3.1 Special Residence Designations

Listings of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may, for the purpose of identification, include abbreviated designations of titles. Also, the titles "Mrs." or "Miss" are permitted.

# S6.3.2 Dual Name Listings

- Dual name listings are defined as a combination of names and/or initials of two persons
  who share the same surname and reside at the same address, or of one person known by
  two sets of first and/or middle names and/or initials.
- b. The following examples illustrate the format options for dual name listings:

### (1) Primary Listing

Jones, John & Mary or	123 Main St.	123-4567
Jones, Mary & John	123 Main St.	123-4567
Jones, John T. & Mary F.	123 Main St.	123-4567
Jones, Mary F. & John T.	123 Main St.	123-4567
Jones, Mary F. (Mrs. John T.)	123 Main St.	123-4567
Jones, John T. (Tex)	123 Main St.	123-4567